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crimes were committed there; he was charged by indictment with their commission; he voluntarily left the state subsequent to their commission and was found without the state. Thus, all the elements essential to constitute one a fugitive from justice were present. Whether Biddinger can be tried under the indictment is a question of a different nature, to be raised in a different manner. The court was concerned with the one question whether he was a fugitive from justice so as to be subject to extradition.

FRAUDS, STATUTE OF—CHECK AS PART PAYMENT.—Defendant received a check from plaintiff for \$5,000 in payment for live stock. *Held*, a check is not such part payment as will take a contract out of the Statute of Frauds. *Bates v. Dwinell* (Neb., 1917), 164 N. W. 722.

The plaintiff in this case had only \$1,500 in the bank at the time he issued the check but the cashier of the bank testified that the check would have been paid if presented. There is a direct conflict of authority upon the question here presented. In *McLure v. Sherman*, 70 Fed. 190, it was held that a check drawn upon a deposit in the bank named as drawee has a money value and is a sufficient part payment to satisfy the statute. In this case, it is said, "A check given to a person in the ordinary course of business is of such value that the person who receives it cannot look to the drawer of the check for the amount named therein until he has presented the check to the drawee or payee for payment, and payment refused". To the same effect is *Logan v. Carroll*, 72 Mo. App. 613, in which it is held that if the check is accepted as payment the statute is satisfied. The contrary view is reached in *Groomer v. McMillan*, 143 Mo. App. 612, in which it is said, "The law is that the payment, to be effective in avoidance of the Statute of Frauds, must be an absolute payment * * * 'Nothing is better settled than that a check is not payment, but is only so when the cash is received on it'." It is said in a number of cases that the part payment may be in anything of value. *Kuhns v. Gates*, 92 Ind. 66; *Howe & Co. v. Jones*, 57 Iowa 130; *Dow v. Worthen*, 37 Vt. 108. It might be interesting to note in this connection that the giving of a buyer's promissory note is not a sufficient part payment because it is said that a note merely postpones the time of payment. *Krohn v. Bantz*, 68 Ind. 277; *Combs v. Bateman*, 10 Barb (N. Y.) 573. In *Burton v. Gage*, 85 Minn. 355, it was held that the transfer of a logging contract as payment of the purchase money is within the Statute. The holding of this case, however, seems to be consistent with the view that a check is not a payment of an antecedent debt in the absence of an express agreement to consider it as such. *People's Savings Bank v. Gifford*, 108 Ia. 277.

HABEAS CORPUS—RELEASE OF CONVICT—CONVICTION BY FALSE TESTIMONY.—The plaintiff, a prisoner in the state penitentiary for three years, submitted an affidavit of the prosecutrix that her testimony leading to his conviction was procured by intimidation. *Held*, that *habeas corpus* would not lie to secure his release. *Springstein v. Saunders* (Iowa, 1917), 164 N. W. 622.

To warrant the discharge of a prisoner the sentence under which he is held, must be not only erroneous and voidable, but absolutely void. *Ex parte Reed*, 100 U. S. 13. An illegality which renders such judgment void